

**NOTICE TO BIDDERS**

ANAHEIM UNION HIGH SCHOOL DISTRICT

RFP 2015-07

E-RATE 18 – FIREWALL

NOTICE IS HEREBY GIVEN THAT the Board of Trustees of the Anaheim Union High School District, County of Orange, State of California, will receive sealed bids up to but no later than 2:00 p.m. on January 12, 2015, in the Purchasing Department, Room 306, located at 501 Crescent Way, Anaheim, California, for the following bid:

**RFP 2015-07 – E-Rate 18 – Firewall**

Copies of bid proposals may be secured at the office of the Director of Purchasing & Central Services, Room 306 located at 501 Crescent Way, Anaheim, California 92801 or by e-mail to [minami\\_b@auhsd.us](mailto:minami_b@auhsd.us).

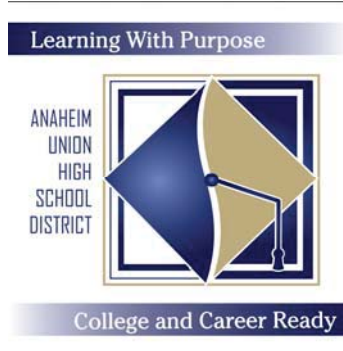
The Governing Board of Trustees of the Anaheim Union High School District reserves the right to reject any and all bids received in whole or part, to waive any irregularities in the bids or bidding, and to be the sole judges of suitability of products offered.

Anaheim Union High School  
District

Brad Minami  
Director, Purchasing & Central Services

Publish: December 8 & 15, 2014

# **ANAHEIM UNION HIGH SCHOOL DISTRICT**



## **RFP 2015-07 REQUEST FOR PROPOSAL**

### **E-RATE 18 – FIREWALL**

**PROPOSAL DEADLINE DATE  
JANUARY 12, 2015 at 2:00 P.M.**

### **SUBMIT PROPOSALS TO**

Brad Minami  
Director, Purchasing and Central Services  
ANAHEIM UNION HIGH SCHOOL DISTRICT  
501 Crescent Way, Purchasing Dept., Rm 306  
Anaheim, CA 92801  
Phone: 714/999-3602  
Fax: 714/991-0150

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## **REQUEST FOR PROPOSAL**

**2015-07**

### **E-RATE 18 – FIREWALL**

#### **BACKGROUND**

The Anaheim Union High School District (AUHSD) is pleased to issue this Request for Proposal (RFP) for upcoming E-Rate for the purchase of web caching for the district, including all equipment, material, and labor (See ATTACHMENT 5 for specifications).

The Anaheim Union High School District is located in north Orange County and has a student population of approximately 33,000. The District covers 46 square miles and stretches across the cities of Anaheim, Cypress, Buena Park, La Palma and Stanton. Our students, who speak 49 different languages in their homes, attend 21 campuses and come to us from five feeder elementary districts.

The potential arrangement consists of an agreement to provide equipment and services based on E-Rate funding. The agreement will be contingent upon this funding, unless AUHSD chooses to use another funding source.

Unless extended by an amendment to the RFP, the due date and time for the receipt of proposal is on or before **January 12, 2015 at 2:00 p.m. PST**, at the Purchasing Department of the Anaheim Union High School District, 501 Crescent Way, Anaheim, CA 92801.

Firms are strongly encouraged to submit any comments or exceptions to the RFP materials including the anticipated basis of the agreement, as described above.

**Please submit two (2) proposal copies and one (1) original. Receipt of proposals is required on or before January 12, 2015 at 2:00 p.m. PST.**

Please submit written inquiries via e-mail transmission to the attention of: Brad Minami, Director of Purchasing and Central Services at [minami\\_b@auhsd.us](mailto:minami_b@auhsd.us). Additional general information about the Anaheim Union High School District can be found on the internet at [www.AUHSD.us](http://www.AUHSD.us) or by calling (714) 999-3602.

## **INSTRUCTIONS AND CONDITIONS**

### **1. DEFINITIONS:**

- a. As used herein, "RFP" means this Request for Proposal, Bid 2015-07.
- b. As used herein, "District" or "AUHSD" means the Anaheim Union High School District.
- c. As used herein, "Offeror" means the Firm or Contractor submitting a Proposal.
- d. As used herein, "Offer" means the Proposal.
- e. As used herein, "Contract" means an associated Agreement with the District.
- f. As used herein, "Contractor" means the firm or Contractor that is awarded the contract with the District.

### **2. PREPARATION OF PROPOSAL**

#### **a. CONTENTS OF PROPOSAL**

OFFERORS must submit an original proposal and two (2) copies (total of three (3)). All proposals shall address the following items in the order listed below. The proposal is to demonstrate the qualifications, competence and capacity of the firm as well as specify the model and make of all equipment being proposed (SEE ATTACHMENT 5 – SPECIFICATIONS for information that is required of bidders):

- i. **COVER LETTER** – Stating 1) the validity of the firm and irrevocable proposal/offer being valid for up to a year after RFP closing date, 2) work will be completed on or before the Districts required completion date (if work is to be completed prior to Districts requirement, it must state so in the letter), and 3) other appropriate items. The proposal must bear the signature of a person duly authorized to sign the proposal on behalf of the Offeror, and reference this RFP and accept its terms and conditions or clearly and conspicuously indicate any exceptions. Also a brief statement that the firm understands the rules and regulations involving E-Rate and that award of the contract is contingent upon funding.
- ii. **DESCRIPTION OF FIRM** - This section should provide a brief description of the firm and statement of interest and qualifications for providing the requested equipment and services, include information regarding the size, location, nature of work performed, and years in business, and approach that will be used in meeting the needs of the District. The firm should list

and describe the firm's professional relationships involving the District for the last three (3) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to perform the proposed services. Also, the firm shall give the District written notice of any professional relationships entered into during the period of this agreement.

- iii. PERSONNEL - Submit resume(s) or profiles of the individual(s) who will be assigned to provide the requested services, including their qualifications and recent related experience providing similar services. The Offeror should state the size of the firm and the number/nature of the staff to be employed in this engagement on a full-time and on a part-time basis. An affirmative statement should be included that the firm and all assigned key professional staff are currently and properly certified or licensed to perform these services.
- iv. CAPACITY & METHODOLOGY - Use this section to address the ability of the firm to undertake and accomplish the required scope of work for which you are requesting consideration.
- v. PAST PERFORMANCE – Description of past performances of similar service and related experience. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations. The firm will list the most relevant and significant engagements performed in the last three (3) years that are similar to the size of engagement described in this request for proposal. These engagements should be ranked on the basis of project size. The firm will indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.
- vi. CUSTOMER SERVICE TO AUHSD COMMITMENT – Describe how the firm will provide service and fulfill the requirements and expectations of the District. Provide a description of how services will be performed by Offeror. Offerors are encouraged to provide additional information or description of resources the firm feels is pertinent to the RFP. Include letters of reference or testimonials. Ongoing commitment to providing outstanding customer service, professional development/education of staff and the number and type of employees must be indicated.
- vii. Firm Financial Statement.
- viii. Offerors shall execute and submit with any proposal/offer, the Attachment 1 "Firm Proposal/Offer Form."

- ix. Offerors shall execute and submit with any proposal/offer, the Attachment 2 “Noncollusion Affidavit Form.”
- x. Each Offeror must answer the questions in Attachment 3 of the RFP entitled: “Information Required of Offeror.” Note: Questions may be answered in other sections of the proposal if clearly and conspicuously identified.
- xi. Each Offeror must propose a Schedule of Fees and Charges (pricing) including the following information:
  - a. Equipment
    - i. Hardware and software (if applicable)
      - 1. Manufacturer, make, and model
      - 2. Technical information including detailed specifications and product literature
  - b. Labor
    - i. Detailed breakdown of hours and manpower to be used
    - ii. Qualifications of manpower
    - iii. Training, including classroom time, per diem expenses, or any other expenses deemed necessary by Offeror
  - c. Miscellaneous
    - i. Warranties
    - ii. Any other expenses deemed necessary by Offeror
- xii. It is the sole responsibility of the firm submitting the proposal to ensure that it is actually received by the District prior to the deadline time and due date and at the proper location. Unless this RFP is extended by a written amendment, proposals received after the due date and time, will not be considered.
- xiii. Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the District, the information contained therein was intended to mislead the District in the evaluation of the proposal.
- xiv. The proposal submitted must not contain erasure, interlineations, or other corrections unless each correction is clearly and conspicuously authenticated by signing in the margin immediately opposite the correction the name of the person signing the proposal. An Offeror will be bound by the terms and conditions of the proposal, notwithstanding the fact that errors may be or are contained therein. However, if material errors are actually discovered in a proposal, the District will notify the Offeror that the



proposal, as submitted, appears to contain errors and require the Offeror to correct the errors.

- xv. The District reserves the right to award the Agreement as a result of the initial proposals received, or it may elect to conduct negotiations with those Offerors as determined by the District, to be within an acceptable competitive range, or to negotiate separately with any Offeror when it is determined to be in the best interest of the District. In addition, the District may request that Offerors provide a best and final offer.
- xvi. The District may request a meeting with the Offeror's representative to request answers and clarifications or it may request that the Offeror answer specific questions in writing, or to make a presentation to the District or to its Governing Board prior to any Agreement award.
- xvii. The District may reject any or all proposals, and may waive informalities and minor irregularities in proposals received.
- xviii. All proposals and materials submitted in response to this RFP shall become the property of the District and shall be considered a part of the Public Record.
- xix. After acceptance of the proposal by the District, a contract between the successful firm and the District will be executed and will consist of the terms and conditions of this RFP and the Specifications.
- xx. This bid is being funded by E-Rate funds. All awards of this bid are contingent upon approved E-Rate funding awarded by the Schools and Libraries Division of the Universal Service Administrative Company. If E-Rate funding is not approved for the Anaheim Union High School District this bid and all awards may be null and void. Although the District may choose to use a different funding source if deems appropriate, at which point this bid will be utilized.

### 3. EXPLANATIONS TO OFFERORS:

- a. If an Offeror desires an explanation or clarification of any kind regarding this RFP, the Offeror must make a written request for such explanation. Requests should be e-mailed to [minami\\_b@auhsd.us](mailto:minami_b@auhsd.us) and addressed to Brad Minami, Purchasing Department, Anaheim Union High School District, 501 Crescent Way., Anaheim, CA 92801. The District will advise all Offerors known to have received a copy of the RFP of the explanation or clarification, either by letter or formal RFP amendment via e-mail, facsimile, or as the District may in its sole discretion deem appropriate.

- b. If an Offeror discovers any error such as an ambiguity, conflict, discrepancy, omission, or other error in the RFP, then the Offeror shall immediately notify the District in writing.

#### 4. AMENDMENTS:

Offerors are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Offerors known to have received a copy of the RFP. If in the sole and absolute discretion of the District, the change is of such a nature that additional time is required for Offeror to prepare proposals, the District will change the due date deadline and notify all known Offerors in writing of the revised deadline due date.

- a. Offerors must acknowledge receipt of any and all RFP amendments. This shall be done by any one of the following means:
  - i. In the cover letter or proposal
  - ii. By signing and returning a copy of the amendment
  - iii. By letter, fax or telegram, but NOT by telephone
- b. Regardless of the delivery method employed by the Offeror, acknowledgement of receipt of amendments must be actually received by the District prior to the specified deadline. Failure to acknowledge in writing the receipt of any amendments may result in proposal rejection.

#### 5. VALIDITY OF FIRM PROPOSAL/OFFER:

Due to the nature of E-Rate funding, each proposal/offer must be a firm irrevocable offer, and remain open for up to a year after the RFP closing date or longer.

#### 6. SUBMITTING PROPOSALS:

Telegraphic or facsimile offers or electronic offers and modifications will NOT be considered.

#### 7. MODIFICATION OR WITHDRAWAL OF PROPOSAL:

An Offeror may modify or withdraw a proposal after submission by written notice of withdrawal and re-submission provided that the proposal withdrawal is prior to the due date deadline specified for submission of proposals.

- 8. LATE PROPOSALS: No proposal or proposal modification received after the due date deadline will be considered.

## 9. PROPOSAL EVALUATION:

- a. It is anticipated that a contract will be made with the Offeror whose proposal is determined to be in the overall best interest of the District by applying the evaluation criteria established in this RFP.
- b. A District Proposal Evaluation Committee will determine which, if any, proposal is in the District's overall best interest to accept. The committee members will utilize a scale of 100 points to score the proposals on the criteria identified. During the evaluation, the District may request proposal clarifications, explanations and answers from an Offeror. The District may request an Offeror presentation and interview.

### c. EVALUATION CRITERIA

Offerors are advised that all proposals will be evaluated to determine which proposal is the overall best interest to the District. Accordingly, evaluation will include but not be limited to the following criteria:

- i. Qualification: To be considered, each of the following (4) items is required: (1) the Offeror is an authorized manufacturer's representative, (2) the firm has no conflict of interest with regard to any other work performed by the firm for the District; (3) the firm has a SPIN number on file with the SLD; and (4) the firm submits a demonstrable record of quality work.
- ii. Past Performance: Experience and expertise of the firm in providing similar equipment and services to other public entities, especially a school district, and including the firm's experience and performance on comparable size school district engagements.
- iii. Professional qualifications and specialized experience of the proposed staff including the quality of the firm's professional personnel to be assigned to the engagements and the quality of the firm's management support personnel to be available for technical consultation; and the adequacy of the proposed staffing plan for various segments of the engagement and adequacy of analytical procedures.
- iv. Current capacity and likelihood of the firm to accomplish the services herein for the duration of the time frame specified in the "Statement of Work" which include working during holidays, weekends, swing shifts, evening times, etc.
- v. Equipment meets or exceeds Districts specifications.
- vi. Completeness and clarity of proposal content.

- vii. Fees and overall cost to District.
- viii. If desired by the District to aid in the facilitation of evaluation, an oral interview and presentation.
- ix. The proposal evaluation will be based 30 percent on E-Rate **eligible pricing**, 15 on E-Rate **ineligible pricing**, 25 percent on level and type of service and equipment, 10 percent on technical proposal, 20 percent Offeror's qualifications, past performance and background.

#### 10. AGREEMENT REQUIREMENTS:

The firm selected will also be required to promptly enter into the Agreement, Attachment 3 with the District. Particular attention should be paid to the following:

##### a. INSURANCE

The District requires that its contractors must provide comprehensive liability, automobile liability and worker's compensation insurance coverage per local, state, and federal limits with the District listed as additional insured. This insurance is to be paid by the Contractor.

##### b. FINGERPRINTING AND CRIMINAL BACKGROUND INVESTIGATIONS

The firm must execute a Certification by Contractor, Criminal Records Check District form prior to the performance of any work, if any work is to be performed on a school site.

##### c. COMPENSATION AND PAYMENT

The agreement will be for a fixed amount and will be paid for when work is completed. All invoices must be fully supported and detailed and reflect any actual time spent, equipment and material used, and units of work provided/completed.

(CONTINUED NEXT PAGE)

11. PAYMENT TERMS:

Payment will be made by the SLD and on a Net 30 day term by the District after all work is complete by the Contractor and accepted by the District. A final punch list may be required to be completed by Contractor prior to final acceptance of work.

12. SCHEDULE/WORK PRIORITIES:

Work is to commence immediately upon proposal acceptance by the District.

13. DELIVERY REQUIREMENTS:

All work is to be complete within sixty (60) days after a Notice to Proceed is issued by the District. Equipment will be installed and work will be performed at the various site.

14. DRUG AND ALCOHOL FREE WORKPLACE :

The Contactor hereby certifies, under penalty of perjury, under the laws of the State of California that under the contract he will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.) and the Anaheim Union High Board of Education's Policy (BP 4020). Therefore, the work site shall be kept drug and alcohol free at all times

15. TOBACCO-FREE WORKPLACE :

The Contractor hereby agrees, under the contract, he will comply with the Anaheim Union High Board of Education's Policy (BP 3515.3) which states: "The Governing Board recognizes the health hazards associated with tobacco products, including the breathing of second hand smoke and desires to provide a healthy environment for students and staff." Therefore, the work site shall be kept tobacco free and smoke-free at all times.

(END OF SECTION)

## ATTACHMENT 1

### FIRM PROPOSAL / OFFER FORM

This Proposal/Offer Form must be duly executed and submitted with any proposal/offer to AUHSD.

The Offeror hereby agrees that its proposal/offer is subject to all RFP 2015-09 provisions, terms and conditions, attachments, exhibits, amendments and other applicable materials which are attached or incorporated by reference. Offeror hereby agrees to promptly enter into an agreement in substantial accordance with such RFP provisions, terms and conditions.

The Offeror hereby agrees that its attached proposal/offer of which this is part, is a firm and irrevocable offer and valid for acceptance by AUHSD for the period of one (1) year after closing or until the Schools and Libraries Division of the Universal Service Administrative Company funds this project, whichever is greater. The Offeror hereby agrees that if its proposal/offer is accepted by AUHSD that it shall provide all equipment and services in accordance with the RFP, as it may be amended.

#### ITEM 1 - Firewall

Total Cash Purchase Price (Not To Exceed) In Words and in Numbers

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_(\$\_\_\_\_\_)

\*This will be the aggregate of all items and service combined.

Name of Person Duly Authorized to Execute this Proposal/Offer: \_\_\_\_\_

Duly Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date of this Proposal/Offer: \_\_\_\_\_

Offeror Name: \_\_\_\_\_

Offeror Address: \_\_\_\_\_

\_\_\_\_\_

Offeror Telephone: \_\_\_\_\_

Offeror Facsimile: \_\_\_\_\_

**ATTACHMENT 2**

**NONCOLLUSION DECLARATION FORM**

**ANAHEIM UNION HIGH SCHOOL DISTRICT**

\_\_\_\_\_, being first duly sworn, deposes and says that  
he

(Full name)

or she is \_\_\_\_\_ of \_\_\_\_\_, the  
party

(Title)

(Company/Firm Name)

making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
(Company/Firm Name)

(NOTARIZATION IS NOT REQUIRED)

## **ATTACHMENT 3**

### **INFORMATION REQUIRED OF OFFEROR**

The Offeror shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the offeror's firm and/or any of its owners, officers, directors, shareholders, parties or principals.

If the same information is provided elsewhere in your proposal and qualification materials, then please clearly identify such in the following questions.

Please be advised that the District may request verbal or written clarifications or additional information or an interview or presentation at any time.

(CONTINUED NEXT PAGE)



## SECTION A – GENERAL INFORMATION

- (1) Firm name, address and contact information:

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- (2) Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Internet Address: \_\_\_\_\_

- (3) Type of firm: (check one)

Individual ☐ Partnership ☐ Corporation ☐ State ☐

- (4) Names and titles of all principals/officers of the firm:

Name	Title	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- (5) Please list any applicable certifications and licenses and the associated numbers:

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- (6) Have you or any of your principals ever conducted similar services under a different name or certification or different license number? \_\_\_\_\_

a. If Yes, give firm name, address and certification or license number.

(i) Name \_\_\_\_\_

(ii) Address \_\_\_\_\_

(iii) License No. (if any) \_\_\_\_\_

- (7) How many years has your firm been in business under its present business name?  
\_\_\_\_\_.
- (8) How many years of experience does your firm have providing similar services?  
\_\_\_\_\_.
- (9) How many public agencies has your firm provided similar services for?  
\_\_\_\_\_.
- (10) Please list the public agencies including School Districts and the like, that your firm has provided similar services for:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (11) Please attach a short history of the firm including whether it is local, national, or international as well as approximate number of employees. Also provide the number of firm offices and locations.
- (12) Please attach a copy of your firm's most recent financial statement or other financial instruments that would establish your firm's ability to complete its obligations under any agreement resulting from this RFP.
- (13) Please attach or list below why your firm should be selected by the District to provide the solicited services.

## SECTION B – LEGAL

(14) Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years? \_\_\_\_\_.

(a) If Yes, provide the name of the public agency and briefly detail the dispute:

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(15) Have you ever had a services agreement terminated for convenience or default in the prior five (5) years? \_\_\_\_\_.

(a) If Yes, provide details including the name of the other party:

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(16) Is your firm, owners, and/or any principal or manager involved in or is your firm aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? \_\_\_\_\_.

(a) If Yes, provide details:

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(17) Is your firm, owners, and/or any principals or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency? \_\_\_\_\_.

(a) If Yes, provide details:

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(18) Does your firm maintain errors and omissions coverage? \_\_\_\_\_.

If so, please provide a current copy of the declaration page showing the maximum liability or policy value.

(19) Will your firm comply with all District, Local, State and Federal legal requirements, regulations and laws? \_\_\_\_\_.

## **SECTION C – ADDITIONAL INFORMATION**

- (20) Please provide any other information that may assist the District in ascertaining your qualifications, capability and customer service under any resultant agreement.

## REFERENCES

(21) Have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? Identify any conflict of interest in (a):

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:

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(22) Each firm must include the following references:

(a) List at least three clients for whom you have provided similar services. Show the names, addresses, and telephone numbers of the persons who can be contacted. Information obtained through the references will be evaluated by the District.

Name	Address	Phone Number
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Information Required of Offeror pages one (1) through seven (7) is true and correct. Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, State of \_\_\_\_\_.

City, County

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

## SAMPLE AGREEMENT

**WHEREAS**, the DISTRICT is in need of special services and equipment as it relates to firewall; and

**NOW, THEREFORE,** the parties hereto agree as follows:

- 1 of 4

when received or no later than three days after the day of mailing, whichever is sooner.

7. CONTRACTOR agrees to and shall hold harmless and indemnify the DISTRICT, its officers, agents, and employees from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
  - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR upon or in connection with the services called for in this agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, or agents.
  - b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, or agents.

The CONTRACTOR, at CONTRACTOR's expense, cost and risk, shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the DISTRICT, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees in any action, suit, or other proceedings as a result thereof.

8. This AGREEMENT is not assignable or delegable without written consent of the parties hereto.
9. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
10. CONTRACTOR, if an employee of another public agency, certifies that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually performed pursuant to this AGREEMENT.



11. The parties have caused this AGREEMENT to be executed by duly authorized representatives as indicated below.

CONTRACTOR:

DISTRICT:

Anaheim Union High School District  
501 Crescent Way  
Anaheim, CA 92801

\_\_\_\_\_  
(Signature, Authorized Representative)

\_\_\_\_\_  
(Signature, Authorized Representative)

\_\_\_\_\_  
Signer's Name

Dianne Poore  
Assistant Superintendent, Business  
Anaheim Union High School District

\_\_\_\_\_  
Title

\_\_\_\_\_  
(SSN or Federal ID number)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

DISTRICT Board of Education Approval Date: \_\_\_\_\_

Attachment: Certification – Criminal Records Check

**CERTIFICATION  
CRIMINAL RECORDS CHECK  
AB 1610, 1612 and 2102  
BID 2015-09**

To the Governing Board of Anaheim Union High School DISTRICT:

I, \_\_\_\_\_ certify that:  
Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the DISTRICT, my employees may have contact with students of the DISTRICT.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_, California on \_\_\_\_\_.  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

## ATTACHMENT 5

### SPECIFICATIONS

#### RFP 2015-07 E-RATE 18 – FIREWALL

Anaheim Union High School District (AUHSD) is seeking proposals for the upcoming years of E-Rate for web caching. AUHSD wishes to take advantage of E-Rate funding discounts.

The successful bidder(s) will be responsible for participating in the Federal E-Rate program. In addition, the District may use this RFP to issue purchase orders and pay for items on a purchase order that are not eligible for E-RATE discounts. The District will pay the vendor using District funds for these purchases.

Prices must be held firm for the duration of the fiscal year ending or until all work associated with the project(s) are complete (including any SLD approved extensions)

These projects and services depend on partial funding from the E-Rate program.

- Applicant expects each Service Provider to make themselves thoroughly familiar with any rules or regulations regarding the E-Rate program.
- All contracts entered into as a result of this RFP will be contingent upon the specific funding of the FRN at the percentage rate submitted for.
- The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the form 471 Block 5. The Service Provider will be responsible for invoicing the Schools and Libraries Division for the funded amount.
- NO billing or work can take place before July 1, 2015.
- In the event of questions during the E-Rate audit process, the successful vendor is expected to reply within 3 days to questions associated with their proposal.
- The contractor is responsible for providing a valid SPIN (Service Provider Identification Number) at the time the RFP is submitted
- The contractor is responsible for providing an FCC Registration Number (FRN). Any potential bidder found to be in Red-Light Status will be disqualified from participation in the bidding process and will be considered non-responsive.
- All work is subject to the 100% approval of the project or purchase by the FCC under the E-Rate discount program of the Telecommunications Act of 1996.
- No change orders will be allowed for the work resulting from this posting.
- The Service Provider will be required to send copies of all forms and invoices submitted to SLD prior to invoicing the SLD to the District for our records.

All Service Providers will be responsible for procuring the discounted amount from the SLD. Applicant will not provide the Form 472.

The Applicant reserves the right to deny any or all proposals associated with this RFP, even with SLD funding approval. The district reserves the right to accept the pricing proposal solely dependent upon SLD approval.

**Prospective Service Providers will be required to submit three references, with the proposal describing experience with comparable projects in the K-12 customer market,**

**their SPIN number and their FCC Registration Number (FRN). Failure to supply these documents may be considered grounds for disqualification.**

In addition, the district reserves the right to fund, (proceed with project or purchase) or not to fund regardless of E-Rate approval.

The District requires certification by the awarded contractor, prior to project commencement, concerning criminal records check in accordance with California Law. Participating contractors must have an active (SPIN) Service Provider Identification Number with the SLD.

All questions or requests for clarifications should be made in writing via e-mail to Brad Minami at [minami\\_b@auhsd.us](mailto:minami_b@auhsd.us). Be aware that all potential bidders will be copied on the questions and responses.

(CONTINUED NEXT PAGE)

## **SCOPE OF PROJECT/REQUIREMENTS**

The District is seeking proposals from qualified vendors (Vendor) to provide network switching and routing equipment to provide 10gbps capacity at the MDF, IDF.

### **Background Information**

The District utilizes a 1gbps aggregated internet and 1gbps WAN connections from each of its 19 school sites, aggregating at the District Office. Total internet consumption is consistently at the 70% level. The District has confirmed that WAN and Internet provider capacities can scale to 10gbps and beyond. In regards to the District's firewall, we presently have a HA Active-Passive set up using Palo Alto's 3050 firewall.

The District upgraded its infrastructure in anticipation of increased use of technology in instruction, online assessments and the general trend toward hosted, enterprise systems with richer content. This statement of work covers the next stage of growth in aligning with the Federal Communications Commission (FCC)<sup>1</sup> and State Education Technology Directors' Association (SETDA)<sup>2</sup>.

The District sees the upgrade to its next generation firewall as a critical next step is keep pace with bandwidth demand.

### **General Requirements (all required components)**

The successful vendor will document:

- The District is looking for an enterprise firewall that ranks in Gartner's most recent magic quadrant, preferably in the leader's segment.
- Vendor will provide a solution that will provide 10gbps capacity at the schools' MDF's and IDF's.
- Vendor will have successfully implemented at least three 10gbps to the MDF and IDF with at least three customers.
- Vendor will have solution that will integrate with District Content Filter (Light Speed Rocket). Documentation of integration is required.
- Vendor will have solution that will integrate with District Network Access Control (Bradford Networks Network Sentry). Documentation of integration is required.
- Vendors providing integrated solutions with provide at least three customer references of the using the proposed solution in similar scale and scope.
- Vendor will have solution that is compatible HP ArcSight security information and event management (SIEM) system.
- Vendor will have solution that is compatible with the AUHSD topology.
- Vendor will have solution that is authenticates and (preferably) authorizes with District Lightweight Directory Access Protocol (LDAP).
- The District is in process of implementing HP Intelligent Management Center (IMC). Vendor will provide documentation of interoperability with HP IMC.

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<sup>1</sup> <http://www.fcc.gov/page/summary-e-rate-modernization-order>

<sup>2</sup> Page 2 at [http://www.setda.org/wp-content/uploads/2013/09/The\\_Broadband\\_Imperative.pdf](http://www.setda.org/wp-content/uploads/2013/09/The_Broadband_Imperative.pdf)

- It is preferred the system provide SMTP alerting
- Vendor will have a solution that supports high availability (HA) in both Active / Active and Active / Passive configurations.
- Please provide power consumption and connector requirements
- Please provide Rackspace requirements
- Please provide resiliency features.
- Requires SPF fiber / 1gbps and 10gbps Ethernet connectors

## Firewall Requirements

- Support for OSPF, BGP and 802.1Q VLAN required.
- Support for Netflow, SNMP and Syslog.
- Please describe your API and give examples of system compatibility of District systems communicated in this document.
- Please describe your URL database.
- Please describe any functionality around data loss prevention.
- Please describe your traffic-shaping functionality.
- Please describe any functionality that reduces latency.
- Please describe any functionality around Hyper V support.
- Granular administrative user control.
- The District requires a robust policy engine with features including, but not limited to:
  - Active Directory support
  - User group granularity in the application of policy
  - Quality of Service (QoS)
  - Forced Safe Search
  - Support for cached page exploits
  - Support for multilingual page exploits
  - Granular control to block file types
  - Please describe the actions your policies support (allow, deny, etc.)
  - Please describe your application filter support.
  - Describe your features to manage unknown traffic.
- Intrusion Prevention System (IPS) support
- Ability to identify, control and inspect inbound and outbound SSL traffic.
- Ability to identify, control SSH traffic.
- Support for IPv4 and IPv6 required. Describe functionality
- VPN functionality required. Describe features
- Blocked page options (all options should be customizable to a group)
  - Customizable block page options
  - Warn and continue URL
  - Over-ride
- Customizable dashboard
- Threat prevention is required
  - Describe your features for denial of service (DoS) attacks.
  - Describe your features related to vulnerability exploits.
  - Describe your features to block malware files.
  - DNS-based attacks
  - Adobe
  - Microsoft
  - Pattern-based data (social security numbers as an example)
  - Threat prevention practices
- Malware Defense
  - Zero-day exploit coverage required
  - Advanced persistent threat coverage

- [http://en.wikipedia.org/wiki/Advanced\\_persistent\\_threats](http://en.wikipedia.org/wiki/Advanced_persistent_threats)) required
- Drive-by download ([http://en.wikipedia.org/wiki/Drive-by\\_downloads](http://en.wikipedia.org/wiki/Drive-by_downloads)) protection is required.
- Reporting
  - Top user / destination / protocol reports
  - Botnet reporting
  - Traffic reporting
  - Device reporting
  - User reporting
  - Custom reporting
  - Security risk reporting
  - Forensics analyses (real time)
  - Forensics reporting
  - Export to: CSV, PDF
  - Threat patterns
  - Summary reports

**Certification Requirements (all required components):**

The successful vendor will:

- Be appropriately certified in the proposed solution, if applicable.

**Infrastructure:**

Vendor will quote a solution compatible with the infrastructure and systems outlined in Appendix A.

**Planning:**

The District has a number of initiatives it is reviewing. Please discuss how project implementation is approached by Vendor.

**Pricing:**

Vendor will provide upfront and ongoing pricing for all installation, hardware, software, services, training, maintenance and warranties. Pricing will be itemized. Vendor will indicate E-Rate eligible and non-eligible items.

**Installation:**

The District is requesting installation costs to be included in Vendor proposals. The District requires installation during non-student and teacher time. A typical student-teacher day is 7:00am to 3:00pm. Certain days may be earlier or later. The District will provide a calendar available times.

## Appendix A – Existing District Switching Inventory

School	MDF Switching	Qty	IDF Switching	Qty	PoE Switching	Qty
Anaheim	HP 5406	1	HP 4208	26	HP 2920	25
Cypress	HP 5406	1	HP 4108	10	HP 2920	9
Katella	HP 5406	1	HP 4208	20	HP 2920	21
Kennedy	HP 5406	1	HP 4108	13	HP 2920	20
Loara	HP 5406	1	HP 4108	14	HP 2920	28
Magnolia	HP 5406	1	HP 4208	16	HP 2920	18
Oxford	HP 5406	1	HP 4108	6	HP 2920	10
Savanna	HP 5406	1	HP 4208	15	HP 2920	16
Western	HP 5406	1	HP 4208	16	HP 2920	13
Trident	HP 5406	1	HP 4108	10	HP 2920	11
Hope	HP 5406	1	HP 4108	9	HP 2920	19
Ball	HP 5406	1	HP 4208	13	HP 2920	9
Brookhurst	HP 5406	1	HP 4208	11	HP 2920	14
Dale	HP 5406	1	HP 4208	13	HP 2920	9
Lexington	HP 5406	1	HP 4108	8	HP 2920	10
Orangeview	HP 5406	1	HP 4208	13	HP 2920	12
South	HP 5406	1	HP 4208	25	HP 2920	19
Sycamore	HP 5406	1	HP 4208	15	HP 2920	16
Walker	HP 5406	1	HP 4108	7	HP 2920	10
<b>Connector of choice: SFP+</b> (we currently have no 10gbps connectors)						

Network – HP ProCurve (HP Commware at the core)

Mail System: Gmail

Database: SQL Server 2005, 2008, 2012

Student Information System: Eagle Aeries

Storage: HP p4000

Virtualization: Hyper V

Network Access Control: Bradford Networks

Firewall: Palo Alto 3050 (x2)

Content Filter: Lightspeed Rocket